



Department of General Services  
Procurement Division  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605-2811

State of California  
**CONTRACT NOTIFICATION**  
\*\*\*\*MANDATORY\*\*\*\*

CONTRACT NUMBER:	1S-05-36-20
DESCRIPTION:	Digital Copiers and Associated Services
CONTRACTOR(S):	Sharp Electronics Corporation
CONTRACT TERM:	07/07/2005 through 07/6/2008
DISTRIBUTION LIST:	Statewide Posted Electronically on <a href="http://www.pd.dgs.ca.gov/StratSourcing/SpecsDigitalCopiers.htm">http://www.pd.dgs.ca.gov/StratSourcing/SpecsDigitalCopiers.htm</a>
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 <a href="mailto:christina.nunez@dgs.ca.gov">christina.nunez@dgs.ca.gov</a>

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Rita Hamilton, Deputy Director

Effective Date: **07/07/2005**

Contract (Mandatory) 1S-05-36-20  
Contract Notification and User Guide

**1. OVERVIEW**

A statewide contract for digital copiers with an estimated value of more than \$36 million has been awarded to Sharp Electronics Corporation. This new contract, awarded under the California Strategic Sourcing Initiative, is expected to save the State more than \$25 million, or about 40 percent of what was previously paid for comparable equipment. It includes standards for timely service and copier performance, along with warranty and service/maintenance agreements designed to obtain the lowest total cost of ownership. The pricing is structured for digital black and white copiers with multifunctional capabilities and an optional upgrade to a fully networked system. A digital printer/copier scans originals electronically and then prints them from an electronic file. There are no sorter bins and the digital printer/copier is finished with your original after just one scan, though it may continue printing your job for minutes or even hours. The advantages of digital copiers are many: They are able to combine the functions of copiers, network printers, scanners, and fax machines; they have fewer moving parts and less mechanical breakdowns, making them more reliable and easier to maintain; they operate quieter; they provide a higher quality output than analog technology. The contract calls for pricing to remain constant as existing copier models are replaced with newer versions, which allows the benefit of new technologies as they reach the market while continuing to enjoy the tremendous discounts the State has obtained.

**2. SCOPE**

These user instructions apply to this contract and to the three-year requirements of the State of California and participating local agencies for DIGITAL COPIERS AND ASSOCIATED SERVICES. The contract includes two optional one-year extensions. The State and contractor must agree on the terms of the extensions.

A local agency is a city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges, empowered to expend public funds (Public Contract Code 10298).

**3. CONTRACT USAGE/RULES**

- a. Use of this contract is mandatory for all State departments, except when purchasing from a California-certified small business enterprise\*, when purchasing from a California-certified disabled veteran business enterprise\*, or in cases of emergency. Use of CMAS agreements is also restricted unless the department has an approved exemption pursuant to Management Memo 05-11. All purchases against this contract shall be exempt from the requirements of Management Memo 03-10. Please refer to Management Memo 05-11 for additional information regarding this contract and an exemption process for purchasing outside the contract by clicking on the links below.

<http://www.documents.dgs.ca.gov/pd/poliproc/ManagementMemo05-11070105.doc>  
<http://www.documents.dgs.ca.gov/pd/poliproc/StatewideContractExemptionRequestProcess-Form.doc>

\*Be sure to see Section 21 and 22 for the SB/DVBE Participation requirements and the current participation rate you may claim on your contract purchases. b. Prior to placing orders against this contract, State departments must have been granted

- b. Prior to placing orders against this contract, State departments must have been granted purchasing authority by DGS/PD for the use of the State's statewide contracts. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's contracts may access the Purchasing Authority Application at [/deleg/pamannual.htm](#)

Contract (Mandatory) 1S-05-36-20  
Contract Notification and User Guide

(see Chapters 1 and 13) or may contact DGS/PD's Purchasing Authority Management Section by e-mail at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).

- c. Ordering State departments must adhere to all applicable state laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and Purchasing Authority Manual.
- d. Local governmental agency use of this contract is optional. While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations. The above requirements and restrictions are not applicable to local government entities.

#### 4. ADMINISTRATION FEE/BILLING

The Department of General Services (DGS) directly bills each State department and local agency an administrative fee for use of statewide contracts. (You may click on "DGS Price Book" at [www.dgs.ca.gov/publications](http://www.dgs.ca.gov/publications) for current fees.) Additionally, State departments will be billed for a 10.5% fee due to DGS' consultant for savings realized with strategically sourced contracts (see below). The calculation for this fee will be 10.5% of the difference between the baseline and the contract price. The Department of General Services will invoice separately for this fee. Note that these fees also apply to the finance cost for financed transactions. These fees are not included in the purchase order, are not invoiced by the contractor, and are not to be remitted by the department or local agency before invoices are received. A copy of all State department and local agency purchase orders must be sent to:

DGS – Procurement Division  
Attention: Data Entry  
P. O. Box 989052  
West Sacramento, CA 95798-9052

For inquiries regarding billing codes, local agencies should contact the State Contract Manager (see CONTRACT MANAGEMENT below). It is very important for departments and local agencies to promptly forward copies of any purchase order amendments to the above address to allow for adjustments to the administrative and/or savings fees.

EQUIPMENT SAVINGS						
CPM	MFC	Networked	Weighted Baseline	Contract Price	Savings	Savings Fee
15	x		\$3,744.26	\$1,450.00	\$2,294.26	\$240.90
		x	\$4,642.88	\$1,780.00	\$2,862.88	\$300.60
25	x		\$5,608.01	\$3,100.00	\$2,508.01	\$263.34
		x	\$6,953.93	\$3,650.00	\$3,303.93	\$346.91
35	x		\$6,269.27	\$4,410.00	\$1,859.27	\$195.22
		x	\$7,773.89	\$4,810.00	\$2,963.89	\$311.21
45	x		\$9,272.30	\$5,145.52	\$4,126.78	\$433.31
		x	\$11,497.65	\$5,545.52	\$5,952.13	\$624.97
55	x		\$12,656.94	\$8,950.00	\$3,706.94	\$389.23
		x	\$15,694.61	\$9,950.00	\$5,744.61	\$603.18

Contract (Mandatory) 1S-05-36-20  
Contract Notification and User Guide

LOW VOLUME						
CPM	Low Volume 60-Month Price	Low Volume Monthly Price	Low Volume Quantity	Contract Price	Savings	Savings Fee
15	\$ 3,560.57	\$ 32.00	5,000	\$ 1,920.00	\$ 1,640.57	\$ 172.26
25	\$ 5,682.02	\$ 67.00	10,000	\$ 4,020.00	\$ 1,662.02	\$ 174.51
35	\$ 7,823.20	\$ 77.00	15,000	\$ 4,620.00	\$ 3,203.20	\$ 336.34
45	\$11,201.75	\$ 100.00	20,000	\$ 6,000.00	\$ 5,201.75	\$ 546.18
55	\$14,326.96	\$ 137.00	30,000	\$ 8,220.00	\$ 6,106.96	\$ 641.23
HIGH VOLUME						
CPM	Low Volume 60-Month Price	Low Volume Monthly Price	Low Volume Quantity	Contract Price	Savings	Savings Fee
15	\$ 6,110.40	\$ 58.00	15,000	\$ 3,480.00	\$ 2,630.40	\$ 276.19
25	\$ 6,913.93	\$ 87.00	25,000	\$ 5,220.00	\$ 1,693.93	\$ 177.86
35	\$11,892.50	\$ 102.00	35,000	\$ 6,120.00	\$ 5,772.50	\$ 606.11
45	\$16,851.49	\$ 132.00	45,000	\$ 7,920.00	\$ 8,931.49	\$ 937.81
55	\$23,829.13	\$ 202.00	60,000	\$12,120.00	\$11,709.13	\$1,229.46

5. **CONTRACT MANAGER**

Both the State and the contractor have assigned contract managers as the single points of contact for problem resolution and related contract issues.

State Contract Manager: Bonnie Bahnsen  
DGS/Procurement Division  
Telephone: (916) 375-4352  
CAL-Net: 8-480-4352  
Facsimile: (916) 375-4613  
E-Mail: [bonnie.bahnsen@dgs.ca.gov](mailto:bonnie.bahnsen@dgs.ca.gov)

Sharp Contract Manager: Betty Bollinger  
Sharp Electronics Corporation  
Telephone: (916) 254-0668  
Facsimile: (916) 254-0669 (Communication Only)  
E-Mail: [bollingb@sharpusa.com](mailto:bollingb@sharpusa.com)

6. **ORDERING PROCEDURE**

There are four ordering methods available on this contract. State departments must submit a Purchasing Authority Purchase Order (Form STD 65) directly to the contractor, except when ordering electronically through the contractor's website, in which case the STD 65 must be completed to document the purchasing file. Local agencies must submit their own standard purchase order form directly to the

Contract (Mandatory) 1S-05-36-20  
Contract Notification and User Guide

contractor, except when ordering electronically through the contractor's website. Orders must provide the specific delivery address and location where each copier is to be set up with the on-site agency contact and telephone number. Agencies must also indicate on their order the specific authorized dealer they have selected to provide delivery, service, and maintenance. A dealer listing is included in the Sharp Product Catalog. Agencies should indicate on their order which maintenance agreement they have selected (Option 1 or 2). Although purchase of a maintenance/ service agreement is not mandatory, it is highly recommended (see Section 19 for more information and for pricing). For services only, each department will determine if payment will be made on a monthly or a quarterly basis and specify such on their purchase order. Departments must also note on their purchase orders that payment for services will be made in arrears. Agencies are encouraged to provide a copy of their order to their local dealer.

- a. Mail Ordering System: Orders may be mailed to the contractor at the address shown below.

Sharp Electronics Corporation  
*c/o Local Authorized Dealer*  
1 Sharp Plaza, Box B  
Mahwah, NJ 07430

DO NOT MAIL PURCHASE ORDERS TO THE DEALER'S ADDRESS! If you have a preferred dealer, please insert the local authorized dealer's name on the second line of the address block. You may fax or mail a copy of the order to your dealer, but the original must be sent to the New Jersey address shown above.

If you plan to purchase a maintenance agreement, please note in the body of the order which service option you will be choosing. You do not have to include the maintenance in this order, but it helps Sharp with planning and reporting if they know as early as possible what your plans are.

Sample Language: Service Maintenance Agreement, Option 1, full service maintenance shall be provided for 60 months @ \$67.00 per month; includes 10,000 copies per month; 10,001 copies and over to be charged @ \$.0040 per copy; to be billed quarterly in arrears; for Sharp ARM277; Serial #56000000; installed 00/00/00; full service maintenance to begin upon expiration of 90-day warranty.

- b. Facsimile Ordering System: Orders may be faxed to the contractor at (800) 245-2815 between the hours of 8:00 a.m. to 5:00 p.m. (PST/PDT) Monday through Friday.
- c. E-Mail: Agencies may scan and e-mail their orders to [snapstateofca@sharpsec.com](mailto:snapstateofca@sharpsec.com).
- d. Contractor's Website: State departments and local agencies may place electronic orders through the contractor's website twenty-four hours a day, seven days a week. The contractor's State of California contract website is located at [www.sharpbiznet.com/stofca](http://www.sharpbiznet.com/stofca) and includes the following:
- Current contract pricing for copiers, as well as option pricing;
  - Detailed product line item descriptions with pictures;
  - A listing of Sharp authorized dealers with small business status indicated;
  - Search engine capabilities (e.g., key word searches);
  - Additional links to the contractor's home page, product literature, copier certifications, support center, company history, etc;
  - "Shopping Cart" ordering capability.

Contract (Mandatory) 1S-05-36-20  
Contract Notification and User Guide

**7. EXPEDITED ORDERS**

The contractor will deliver expedited orders within five business days in emergency situations, i.e. floods, fires, earthquakes, or other State or national disasters. Departments are required to pay an expedited fee of \$300 per unit, or five percent of the unit price, whichever is less, for emergency expedited orders.

A notation of "Expedite" must appear on the purchase order.

**8. ORDER ACKNOWLEDGEMENT/CONFIRMATION**

Within 48 hours, the contractor will confirm receipt of purchase orders either via e-mail or facsimile, providing the user a receipt acknowledgement of the order. This receipt acknowledgement will include total cost and delivery date information.

**9. ORDER NUMBER**

Contractor shall issue unique order numbers to the users of this contract.

**10. PRICING**

The pricing is structured for digital copiers with multifunctional capabilities. An optional upgrade to a fully networked system is available. Agencies may contact their local dealer for pricing and other information. Please refer to the Sharp Product Catalog at the link below for pricing.

<http://www.documents.dgs.ca.gov/pd/strategic/SharpCatalog.pdf>

To place a service call or order supplies, please call the Sharp electronics 800 number that is on the sticker on your copier. The number is (800) 446-6139. Please have the serial number of your copier ready. Sharp will track toner usage and place calls to the authorized dealers and ask them to send toner. There should be no more than two toners ordered per machine at any one time. The supplier will question toner usage when it does not match the volume. Please keep in mind that toner is only to be ordered for copiers that were purchased on this contract.

**11. INVOICES**

Invoices shall be sent to the address set forth in each purchase order. Invoices shall be submitted in triplicate and shall include the contract number, purchase order number, item number, unit price, extended item price, and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable. For services only, each department will determine if payment will be made on a monthly or a quarterly basis and specify such on their purchase order. Departments must also note on their purchase orders that payments for services will be made in arrears.

**12. TAXES ON MAINTENANCE AGREEMENTS**

The Board of Equalization has ruled that in accordance with Section 1655 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever maintenance agreements include both maintenance services and consumable supply items (i.e. toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, departments purchasing maintenance agreements are responsible for paying the applicable sales tax on the consumable supplies and overage charges, if any, as utilized during the performance period of the maintenance agreement. The contractor will be required to itemize the consumables being taxed for accounting purposes. The contractor's Board of Equalization Permit No. is 11607572.

Contract (Mandatory) 1S-05-36-20  
Contract Notification and User Guide

**13. PAYMENT**

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than 45 days after the date of acceptance of goods or performance of services or receipt of an undisputed invoice, whichever is later. For services only, each user will determine if payment will be made on a monthly or a quarterly basis. In addition, all payments for services will be made in arrears. All payments shall be remitted to:

Sharp Electronics  
Dept LA 21173  
Pasadena, CA 91185-1173

A copy of the contractor's Payee Data Record is included as Pages 21 and 22 of this guide. The contractor's California Sales and Use Tax Seller's Permit Number is 11607572. State departments and local governmental agencies can verify that the permit is still valid at <http://www.boe.ca.gov/>.

**14. FUND APPROPRIATION**

The State's obligation to pay is solely from funds appropriated for the acquisition of the products on this contract. If the term of this contract extends into fiscal years subsequent to that in which it is approved, such continuation of the contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds are not appropriated for future fiscal years, the contract dollar amount will be reduced accordingly. Receipt of a contract delegation order or purchase order under the contract is proof of availability of funds for that order.

**15. MINIMUM ORDER**

The minimum order shall be one copier per delivery. Agencies who do not enter into a maintenance agreement after the initial ninety-day warranty may order supplies from the Sharp Catalog at the minimums stated. Staples may also be ordered by all agencies at the minimums stated.

**16. PROMOTIONS AND REBATES**

- a. Manufacturer Price Decline: Contractor will submit pricing for models covered by the contract on a quarterly basis to the Contract Manager. A notification of price decreases will be released for all models affected if the list price declines five percent or more.
- b. Sales Promotions: State departments and local agencies will be notified of promotional pricing opportunities passed along from the manufacturer.

**17. PRODUCT RECALL PROCEDURES**

State departments and local agencies that have purchased items affected by a product recall will be notified.

**18. WARRANTY**

The contractor shall bear all material and labor costs for repair of equipment defects and failure accruing within a period of 90 days from the date of complete installation and acceptance by the State. Acceptance is considered to be testing and training and will generally occur within one to fourteen days after installation is completed. Service/maintenance during the warranty period shall be no less than service requirements under the maintenance agreement (see Section 19). Each ordering location must select an authorized dealer from the attached dealer listing at the time of purchase. The dealer must be authorized



Contract (Mandatory) 1S-05-36-20  
Contract Notification and User Guide

for the county in which the copier is located. All service and maintenance work must be performed by this dealer. Service/maintenance performed by a dealer who is not authorized by Sharp Electronics Corporation and/or authorized for the specific county in which the copier is located will void all warranties.

Please note that all labor, parts, cartridges, and supplies (with the exception of staples and paper) are included at no charge during the 90-day warranty period.

**19. SERVICE AND PERFORMANCE**

- a. Service and Maintenance: Although purchase of a maintenance/service agreement is not mandatory, it is highly recommended. The contractor has made available for purchase a five-year maintenance/service agreement to ensure the equipment will be operated within manufacturer's specification. Maintenance includes labor, parts, cartridges, and all supplies, with the exception of staples and paper. Qualified, trained technicians will perform all maintenance. The maintenance/service agreement will commence after the 90-day warranty period. Each ordering location must select an authorized dealer from the dealer listing at the time of purchase. The dealer must be authorized for the county in which the copier is located. All service and maintenance work must be performed by this dealer. *Service/maintenance performed by a dealer who is not authorized by Sharp Electronics Corporation and/or authorized for the specific county in which the copier is located will void all warranties.*

The maintenance/service agreement shall meet the following requirements:

- All manufacturer product warranties, including on-site warranty coverage, shall be included.
- Contractor must continue to provide warranty service after contract termination until expiration of warranties for products that have been sold under the contract.
- If the manufacturer's warranty extends beyond the term of the contract, contractor must agree to provide warranty services through the life of the warranty.
- If the copier does not perform to the specifications during this period, the contractor shall replace the unit with a new copier if within the 90-day warranty period, or after the 90-day warranty, replace with a copier that is comparable in use. It is important for the agency to document all service calls and to elevate the issue to the State Contract Manager if problems continue.

Two separate full-service agreement options are available for each copier, based on monthly usage volumes. Option 1 is based on lower monthly usage volumes and Option 2 is based on higher monthly usage volumes.

CPM	Option 1 – Full Service Monthly Volume	Option 1 – Monthly Service Cost	Option 1 – Overage Fee (Price per Impression)	Option 2 – Full Service Monthly Volume	Option 2 – Monthly Service Cost	Option 2 – Overage Fee (Price per Impression)
15	5,000	\$ 32.00	\$.0070	15,000	\$ 58.00	\$.0030
25	10,000	\$ 67.00	\$.0040	25,000	\$ 87.00	\$.0022
35	15,000	\$ 77.00	\$.0035	35,000	\$102.00	\$.0022
45	20,000	\$100.00	\$.0035	45,000	\$132.00	\$.0022
55	30,000	\$137.00	\$.0035	60,000	\$202.00	\$.0022



Contract (Mandatory) 1S-05-36-20  
Contract Notification and User Guide

b. Service Hours:

The contractor will provide corrective and preventative service during normal working hours, 8:00 a.m. to 5:00 p.m. PST/PDT, Monday through Friday. Exceptions from these hours include State-observed holidays. If the copier is not on a maintenance agreement after the 90-day warranty, the agency will be charged \$120 per hour and will also be responsible for any parts necessary to repair the equipment. See "Service Rate" below for complete details.

c. "Off" Hour Service Hours:

The contractor shall also have services available during "off" hours. The "off" hour services rate is \$120 per hour. If the copier is not on a maintenance agreement after the 90-day warranty, the agency will also be responsible for any parts necessary to repair the equipment. Important: Agencies who may require "off" hour services must contact Robin Craft Ahmuty (see Page 4) to arrange for procedures in advance of placing requests for these services.

d. Service Rate:

If a department elects to not enter into a maintenance agreement after the initial 90-day warranty, the department will be responsible for purchasing supplies. Sharp Electronics offers toner and developer by the case and the pricing is listed in the pricing catalog. If the department wishes to enter into a maintenance/supply agreement one year or more after the date of installation, a \$500 one-time update fee will be assessed to the agency in order for the equipment to be returned to factory specification, as required, with the consumable parts. Note that the equipment must be operational at the time the department wishes to place the machine on an agreement. The department is responsible for any parts necessary to make the machine operational and will be serviced at an hourly labor rate of \$120.00. If service/ maintenance was performed throughout the initial time period by a dealer who was not authorized by Sharp Electronics Corporation and/or authorized for the specific county in which the copier is located, the supplier has the right to accept or reject a department's request for a maintenance/supply agreement.

e. Purchase of Service Agreement:

Departments may elect to purchase the service agreement at any time during the 90-day warranty period. Additionally, the contractor will allow departments to purchase the service agreement up to nine months after the 90-warranty period expires (one year after installation of the equipment) without incurring an update charge. After this period, there will be a one-time flat fee of \$500 to update the copier's standard performance levels. It is strongly recommended that departments purchase the service agreement, which includes labor, parts, cartridges, and all supplies, with the exception of staples and paper. Qualified, trained technicians will perform all maintenance. Departments that elect not to purchase a service agreement will be responsible for purchasing their own parts and supplies (toner and developer are sold only by the case) and must pay the hourly service rate shown above.

f. Response Time for Unscheduled Service Call:

Unscheduled service does not include service for user-replaceable parts. Except for the counties listed below, the contractor will respond on-site to all unscheduled service calls for equipment failure within four working hours of notification. For the following counties, on-site response will be within six hours:

Alpine

Glenn

Lassen

Shasta

Contract (Mandatory) 1S-05-36-20  
Contract Notification and User Guide

Butte	Humboldt	Mendocino	Siskiyou
Calaveras	Imperial	Modoc	Tehama
Colusa	Inyo	Mono	Trinity
Del Norte	Lake	Plumas	Tuolumne

g. Service Related Liquidated Damages:

The purpose of the liquidated damages provision is to ensure adherence to the requirements of the contract and to set an amount in advance of a breach to compensate the State for the damages that are impractical or extremely difficult to estimate but would be sustained by the State in the event the contractor fails to perform as agreed. The liquidated damages are intended to be a reasonable estimate of the costs that the State would sustain as a result of a breach and are not intended to be punitive. For each hour over the allotted response time and for each hour of downtime resulting from failure to service the equipment, liquidated damages will be incurred. The liquidated damages will be deducted from the service invoice at the rate of \$100.00 per hour until the equipment is either fixed or replaced or loaner equipment is provided.

h. Service Log:

A service log will be attached to each machine. The contractor will fill in the "cause of breakdown" column with concurrence from the user. Should the cause of a service call be determined to be due to operator error or misuse or abuse by the user, the repair time and the associated travel time shall not be a factor in determining satisfactory machine performance.

i. Labels:

Contractor will be required to affix a label or decal to the equipment at the time of installation, showing installation date, name, address, and telephone number of the local representative responsible for servicing the equipment.

j. Loaner Equipment:

If the equipment will take longer than two business days to become fully operational, the contractor will provide a loaner/replacement machine that meets or exceeds the specifications of the product covered by the agreement. This loaner equipment will be provided at no additional cost to the State.

## 20. SPECIFICATIONS

a. Technical Specifications:

All equipment must comply with the State's specification, Product Technical Specification #3610-51A-01. All equipment must meet or exceed every minimum requirement of the Product Technical Specifications. Copiers are available in the categories shown below. In addition, the copiers were tested and certified by Buyers Laboratory Inc. Bertl, Inc., and received ratings as shown below. A copy of the specification is included as Pages 16 through 20 of this guide.

- 15 Copies per Minute (cpm), Sharp AR-M162, Buyers Laboratory Inc. 2005 Pick of the Year for "Outstanding Segment 1 Multifunctional Imaging System"
- 25 Copies per Minute (cpm), Sharp AR-M277, Bertl's Best 2005 for "Best 20-29 Pages per Minute Monochrome Office MFP"

Contract (Mandatory) 1S-05-36-20  
Contract Notification and User Guide

- 35 Copies per Minute (cpm), Sharp AR-M355U, Buyers Laboratory Inc. 2005 Pick of the Year for "Outstanding Segment 3" Multifunctional Imaging System
- 45 Copies per Minute (cpm), Sharp AR-M455U, Bertl 2005 Rating of Four Stars (Highly Recommended)
- 55 Copies per Minute (cpm), Sharp AR-M550U, Buyers Laboratory Inc. 2004 Pick of the Year for "Outstanding Segment 4 Multifunctional Imaging System (41-55 Pages per Minute)", and Bertl 2004 Rating of Four Stars (Highly Recommended)

b. Discontinued Model:

If any of the awarded models are discontinued during the contract term, the contractor may submit a replacement for approval by the Contract Manager provided it meets or exceeds the contract's specifications and is accepted in writing by the State.

**21. SMALL BUSINESS/DVBE PARTICIPATION GOALS**

The total amount of each order issued to a certified SB/DVBE applies to each department's participation goal. At the department's discretion, per Government Code Section 14838.5, a State agency may purchase goods up to \$100,000 from a certified small business, including a "microbusiness" or a disabled veteran business enterprise as long as the department obtains price quotations from two or more certified small businesses, including microbusinesses or from two or more disabled veteran business enterprises.

**All purchases must be for the same brands and models listed on the contract User Instructions pricing pages.**

**22. SMALL BUSINESS/DVBE SUBCONTRACTING/REPORTING**

Although Sharp Electronics Corporation is a non-small business, they have committed to subcontract at least 25% of this contract with multiple small businesses. Sharp has actually surpassed this requirement; therefore, State departments may count 41% of each order issued on this contract towards their small business participation goal, regardless of their local dealer's small business status. Sharp did not commit to DVBE participation; however, they have attained DVBE participation. State departments may therefore count 1.27% of each order issued on this contract towards their DVBE participation goal, regardless of their local dealer's DVBE status.

**23. CUSTOMER INQUIRIES**

Contractor's customer service shall respond to user inquiries within one business day of receipt of initial contact. These inquiries can include product information, billing disputes, delivery disputes or problems, product returns, pricing information, adding or deleting account names, addresses and numbers, and training requests. If the contractor fails to respond within one business day, the user may elevate this issue to the DGS-PD Contract Manager. The Contract Manager will then contact the customer service representative. If the problem is not resolved with the customer service representative, the Contract Manager will then contact the contractor's Contract Manager who shall have the authority to immediately resolve any inquiries that have not been resolved in a timely manner.

Please note the following:

- After the contractor's Contract Manager has been notified and the contractor has not yet contacted the user within the required one day (now two days since first attempt to contact), the Contract Manager will make an attempt to contact the contractor's regional corporate office via telephone calls, e-mails, written notification or facsimile to advise of the contractor organization's non-responsiveness.

Contract (Mandatory) 1S-05-36-20  
Contract Notification and User Guide

- A contractor's regional corporate office representative shall thereupon cause the customer service representative to respond within 24 hours to the user. In addition, the contractor shall, within five working days of contact, advise the Contract Manager, in writing, of action taken to correct the non-responsive situation.
- If, in any three month period during the term of the contract, the Contract Manager contacts the contractor's regional corporate officer three or more times because of non-responsiveness as described above, the State may seek remedies under the General Provisions.

Contact either Cindy Jackman at (201) 529-8986 or Renee Shah at (201) 529-6359 for inquiries on shipping dates, delivery of equipment, and invoicing.

Contact Michelle Wertalik at (201) 529-8422 or Doreen Sullivan at (201) 529-8828 for inquiries on maintenance agreements or billing.

#### 24. DELIVERY

Unless otherwise agreed, authorized purchasers shall receive delivery of goods within thirty calendar days after receipt of order when ordering four or less copiers and within forty-five calendar days after receipt of order when ordering five or more copiers. An order may be placed requesting scheduled deliveries for copiers, as long as the deliveries accommodate the above delivery lead times.

All copiers will be delivered and set up at no charge. Responsibility and liability for loss or damage shall remain with the contractor, as specified by the General Provisions. No additional charges shall be allowed.

User replacement supplies for servicing the equipment will be delivered by the third business day following the receipt of the purchase order, or by the requested delivery date.

. Delivery Locations:

Deliveries must be made to the location specified on the order, which may include high-rise office buildings. The loss or damage of products shall remain the contractor's responsibility and liability until final inspection and acceptance by the user.

a. Secure Location Deliveries:

Contractor will be responsible for contacting the secure location (such as California Department of Corrections institutions) for security clearance (number of days required for clearance varies), hours of operation for deliveries and service, dress code, and other rules of delivery. Lack of familiarity with the locations will not relieve a contractor of their responsibilities to fulfill the contract requirements.

Although it is not a contract requirement, dealers are often able to provide loaner machines while agencies are waiting for new equipment to arrive. When available, these loaners will be provided for up to two weeks at no charge. Loans that exceed two weeks are not covered by this contract and pricing for supplies must be negotiated by the agency.

#### 25. EQUIPMENT RELOCATION

On occasion, the State may require relocation of equipment. The contractor will prepare the copier for transport and set the copier up at the new location. The contractor will not charge a relocation fee. Departments must provide the contractor with a minimum five-day notice when this service is required. This service is available ONLY for copiers purchased on this contract and does not apply to other copiers the department may own. Please note that the contractor is not responsible for the actual transport of the

Contract (Mandatory) 1S-05-36-20  
Contract Notification and User Guide

copier. Although many dealers are willing and able to move a copier to a different location (space, floor, or building) at no charge, it is NOT a requirement that they do so.

**26. RESTOCKING POLICY**

Contractor may impose on the purchaser a restocking fee for items returned. The State agrees to pay a fee of \$500, or five percent of the price, whichever is less.

**27. TRAINING**

Initial training will occur upon delivery and installation of equipment at the point of delivery. Training will be prescheduled with agency-designated personnel for both typical and unique operational functions. Network connectivity installation, print driver installation, and training may be scheduled separately. Training is available on a continuing basis during the entire term that equipment is in service, whether it is needed for a refresher session, training new personnel, or to assist with new procedures.

In addition to "in person" training, Sharp offers an online website that addresses complete information on equipment to answer questions immediately. This feature is called "My Sharp" and customized websites can be set up for each requesting department at no cost. The website can be configured to include operator training video clips (virtual demonstrations), product operator guides, and the ability to e-mail or print specific step-by-step instructions for many common and advanced job functions.

Networked Product Installation/Training: To successfully install all network functions and ensure all digital printing and connectivity applications are working appropriately, initial network functionality training is provided and ongoing training is available to help the end user increase productivity through more effective use of network features. Both network administrators who will be supporting all connectivity applications and key operators who will be supporting the workgroups in the printing applications should attend this training.

Please note that networking of copiers is limited to ensuring that the equipment ordered is connected to the network and that printing and scanning is enabled at the time of install. For any networking of equipment that is after the initial install period or for equipment that is not part of the original order, the agency must negotiate pricing on an open market basis with the authorized dealer.

**28. SURPLUS EQUIPMENT**

Although many of Sharp's authorized dealers are willing to dispose of old copiers at no charge, agencies are reminded that there are requirements they must comply with first. Please follow the following procedures before asking dealers to dispose of your copiers.

All State agencies are required to extend the useful life of surplus property in their possession, following specific guidelines provided by the Office of Surplus Property and Reutilization (OSPR), which is responsible for reviewing and approving all State agency dispositions of State-owned surplus personal property prior to disposition.

When State-owned surplus personal property is no longer useable, the agency is responsible for arranging to have the property recycled or disposed of in an environmentally responsible manner, and the action must have the prior approval of the OSPR.

All State agencies are required to submit a completed Property Survey Report (Form STD. 152) or Property Transfer Report (Form STD. 158), as applicable, to the OSPR for review and online approval prior to making final disposition of State-owned surplus personal property. Agencies submit the completed forms via the California Surplus Property System (CSPS). Once logged on, the transferable property search feature allows State agencies to view State-owned surplus personal property that is available for transfer to other agencies. When required, the OSPR will provide guidance on how to use the CSPS site to

Contract (Mandatory) 1S-05-36-20  
Contract Notification and User Guide

view property that is available for transfer, and how to complete the applicable forms. To obtain OSPR review and approval of your agency's proposed disposition of State-owned personal property in your agency's possession, submit your request online by visiting <http://www.applications.csps.dgs.ca.gov/agencylogin.asp>.

Submit Property Survey Report (Form STD. 152) for the following:

- If you wish to donate the item(s) to a qualified recipient; or
- If you wish to sell the item(s) at a public sale; or
- If you wish to dispose of the irreparable, unusable item(s) through using the services of a Stateapproved recycler, or through sending the item(s) to a State-approved landfill;
- If you wish to ship the item to the OSPR for disposition.

Submit Property Transfer Report (Form STD. 158) for the following:

- If you wish to transfer the item(s) to another agency. (If you are transferring the item(s) to another unit within an agency, you do not need to send this form to OSPR but a copy should be retained for your record management.)

If you need assistance in making your online submittal or have questions concerning any aspect concerning the proper disposition of State-owned surplus personal property, please contact the following, as applicable:

Sacramento - (916) 928-5807 or Santa Ana - (916) 558-4341